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April 26, 1984

RECORDATION NO. 14241-F Filed 1984

APR 27 1984 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

HAND DELIVER

Interstate Commerce Commission
Constitution Avenue and 12th Street, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee,
Office of the Secretary
Public Records Section, Room 2303

Dear Ms. Lee:

Enclosed for filing in your office are one (1) originally executed copy and one (1) notarized photocopy of an Amendment to Lease of Railroad Equipment dated as of November 18, 1983 between Consolidated Rail Corporation and The Connecticut Bank and Trust Company, National Association, as Trustee under a Trust Agreement and this firm's check in the amount not to exceed \$50.00 to cover your office's filing fee therefor. The addresses of the parties to the agreement are as follows:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

The Connecticut Bank and Trust Company,
National Association
1 Constitution Plaza
Hartford, Connecticut 06115

The filing in question pertains to the lease of forty (40) Model SD50 diesel-electric locomotives by Consolidated Rail Corporation from The Connecticut Bank and Trust Company, National Association.

KEVIN L. SCOTT

Copy

PEPPER, HAMILTON & SCHEETZ

Interstate Commerce Commission
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April 26, 1984

Please provide the representative of this office who is delivering this package to you with a filing receipt of some sort for the documents described in the above.

Thanking you in advance for your attention to this matter,
I am

Sincerely,

A handwritten signature in black ink, appearing to read "Carol G. Simcox". The signature is fluid and cursive, with the first name "Carol" being more prominent.

Carol G. Simcox
Legal Assistant

CGS/im
Enclosures

RECORDATION NO. 14241-E Filed 1425

APR 27 1984 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

AFFIDAVIT

Commonwealth of Pennsylvania :
: SS.
County of Philadelphia :

The undersigned, being duly sworn according to law,
deposes and states as follows:

1. That I am counsel for Consolidated Rail Corporation,
a Pennsylvania corporation ("Conrail");
2. That Conrail is the lessee of the railroad equipment
to which the attached copy of an Amendment dated as of April 25,
1984 to Lease of Railroad Equipment dated as of November 18, 1983
between Conrail and The Connecticut Bank and Trust Company,
National Association, as Trustee under a Trust Agreement (the
"Amendment to Lease") pertains;
3. That the attached copy of the Amendment to Lease is
a true and correct copy of the original Amendment to Lease which
I have in my possession.

IN WITNESS WHEREOF, I have set my hand and seal this
26th day of April, 1984.

Sworn to and subscribed
before me this 26th day of
April, 1984.

Alfonso J. DiGregorio

John F. Fansmith, Jr.
John F. Fansmith, Jr.

Notary Public for the State of Pennsylvania
My Commission Expires September 24, 1984

RECORDATION NO. 14241-E FILED 1425

APR 27 1984 - 11 20 AM

AMENDMENT

INTERSTATE COMMERCE COMMISSION

Dated as of April 25, 1984

to

LEASE OF RAILROAD EQUIPMENT

Dated as of November 18, 1983

between

CONSOLIDATED RAIL CORPORATION

and

THE CONNECTICUT BANK and TRUST COMPANY, National Association,
as Trustee Under a Trust Agreement

Filed with the Interstate Commerce Commission pursuant
to 49 U.S.C. § 11303 on _____, 1984 at
_____, recordation number _____, and deposited
in the Office of the Registrar General of Canada pursuant to
Section 86 of the Railway Act of Canada on
_____, 1984 at _____.

THIS AMENDMENT (the "Amendment") dated as of April 25, 1984 to Lease of Railroad Equipment (the "Lease") dated as of November 18, 1983, between Consolidated Rail Corporation and The Connecticut Bank and Trust Company, National Association, not individually but solely as Trustee under a Trust Agreement, dated as of November 18, 1983, and as amended as of the date hereof.

WHEREAS, the parties hereto desire to amend the Lease to provide for changes in the assignment rights under the Lease;

WHEREAS, the parties hereto desire to amend the Lease to provide for changes in the rentals under the Lease;

NOW, THEREFORE, the parties hereto agree as follows:

1. Basic Rent. Section 3(a) of the Lease is amended to read as follows:

"(a) Basic Rent. The Lessee agrees to pay to the Lessor, as basic rental (the "Basic Rent") for each Unit during the Basic Term, 30 consecutive semianual payments in arrears commencing six months from July 2, 1984 (the "Basic Rent Commencement Date") (each such date being hereinafter called a "Basic Rental Payment Date"). The Basic Rent payable on each Basic Rental Payment Date for each Unit shall be equal to 5.717552% of the Purchase Price for each Unit leased hereunder."

2. Assignment. The first paragraph of Section 12 of the Lease is amended to read as follows:

"So long as no Event of Default exists hereunder, any rights arising under this Lease shall not be assignable in whole or in part by the

Lessor or any assignee thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld; provided, however, that the Lessee's consent shall not be required for an assignment to a successor trustee appointed pursuant to the Trust Agreement or an affiliated company of either Florida Progress Corporation ("FPC") or Xerox Credit Corporation ("XCC") (the term "affiliate" for the purposes of this sentence means any corporation which is a member of the "affiliated group" (as defined in Section 1504 of the Internal Revenue Code of 1954, as amended) which files a consolidated tax return together with FPC or XCC, as the case may be). Upon the written notice by the Lessor or any assignee thereof, to the Lessee of the request for assignment, the Lessee will have 10 business days to respond to such request; provided, however, that no response within 10 business days shall be deemed to be approval. If the Lessee will not permit such assignment, the Lessee shall provide the Lessor with a written statement describing in reasonable detail the reasons for such denial. All the rights of the Lessor hereunder shall inure to the benefit of the Lessor's successors and assigns."

3. Refund. Section 6(e) of the Lease is amended to replace the reference to the "paragraph (c) of this Section 6", on the fifth and sixth lines of said Section 6(e), by the reference to the "paragraph (d) of this Section 6".

4. Notices. Section 18 of the Lease is amended to add on the last line of said Section 18 the following:

~~"Copies of each such notice shall be given to the Beneficiary at the address set forth in the Participation Agreement as amended hereinafter."~~

5. Miscellaneous. Except as specifically provided herein, the Lease remains in full force and effect and ~~unmodified hereby.~~

"Copies of each such notice shall be given to the Beneficiary at the address set forth in the Participation Agreement as amended hereinafter."

5. Miscellaneous. Except as specifically provided herein, the Lease remains in full force and effect and unmodified hereby.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date and year first above written.

[Corporate Seal]

Attest:

By Joeth C. O'Leary

[Corporate Seal]

Attest:

By V. F. Kawan

Consolidated Rail Corporation

By [Signature]

ASSISTANT TREASURER-FINANCING

The Connecticut Bank and Trust Company, National Association, not individually but solely as Trustee

By [Signature]

F. W. Kawan, Vice President